



To:
ECCO Sko A/S
Industrivej 5
DK-6261 Bredebro
Denmark

Re: adidas 3-Stripes trade mark

Dear Sirs,

Amsterdam, 14 April 2010

This letter sets out the terms we have agreed in connection with the use of certain stripe designs on footwear by ECCO Sko A/S ("ECCO") and its subsidiaries, (ECCO and its subsidiaries are referred to as the "ECCO Group"), and by ECCO's distributors and retailers insofar as they distribute or sell footwear supplied to them by members of the ECCO Group. adidas AG claims that the footwear models referred to in this letter, and footwear to the designs referred to in paragraph 4 below infringe its rights, but ECCO denies any infringement. This letter sets out the terms agreed by the parties to resolve this dispute.

1. ECCO acknowledges that adidas AG owns a trade mark known as the 3-Stripes trade mark which is protected by trade mark registrations worldwide, including CTM 003517646 registered in class 25 for footwear, a copy of whose registration certificate is attached to this letter marked Exhibit 1. ECCO further acknowledges that it has been established by Court decisions, in particular in Europe and the US, that footwear bearing certain 2 and 4 stripe designs infringe adidas' rights in the 3-Stripes trade mark. ECCO therefore agrees that, with the exceptions set out expressly in this letter, no member of the ECCO Group shall after the date of this letter manufacture or have manufactured for it, or distribute, offer for sale or sell, anywhere in the world, any footwear bearing a marking which comprises or includes 2, 3 or 4 stripes which are (i) in the midfoot region of the footwear upper, and (ii) the same or similar widths, angles and spacings as the stripes of the adidas 3-Stripes trade mark. For the avoidance of doubt, this agreement covers the footwear models referred to in paragraph 2 below, and footwear to the designs referred to in paragraph 4 below.

2. adidas agrees for itself and on behalf of the adidas Group that it will not object to ECCO, the ECCO Group or any of their distributors or retailers selling off their stocks as specified below of the two shoe models specified below, and subject to the terms set out below:

(a) 7995 pairs of shoe model A75073, an image of which is attached to this letter marked Exhibit 2. ECCO will use its best endeavours to sell all such footwear by 30 November 2010. ECCO agrees that no member of the ECCO group and none of its distributors or retailers will sell this article in the United States, Canada, Germany, France, Italy, Spain, the Benelux or Finland;

(b) 23.000 pairs of shoe model A41043, an image of which is attached to this letter marked Exhibit

3. ECCO will use its best endeavours to sell all such footwear by 30 November 2010.

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page 2

3. adidas AG agrees not to undertake further steps against a Finnish retailer named Stockmann and based in Helsinki in connection with his selling of ECCO shoe model A45513 (an image of which is attached to this letter and marked Exhibit 4) prior to the date of this letter agreement, and provided that Stockmann does not sell any further pairs of ECCO shoe model A45513.


4. ECCO agrees that it will at its own cost cancel each of the following Community Design Registrations: 624853-0015 (ECCO model No. A37264), 624853-0029 (ECCO model No. A45513), 820469-0020 (ECCO model No. A49454), 529516-0005 (ECCO model No. A16763), 977723-0081 (ECCO model No. A41043), 001014278-0019 (ECCO model No. A36164). ECCO agrees that its request for cancellation of the said designs shall be filed within 30 days of the date of this letter. ECCO will provide adidas AG with written confirmation of the cancellations when they have all been completed.

This letter sets out the entire agreement between the parties in relation to its subject-matter. No agreement is made between the parties except for the express terms of this letter, and none shall be implied. The parties agree to keep the terms of this letter Agreement confidential, except that either party may disclose this letter if required to do so by law or for the purposes of any litigation, and for any purpose related to the enforcement or defence of the adidas 3-Stripes trade mark anywhere in the world. adidas AG agrees to inform ECCO Sko A/S in writing of any circumstance in which it discloses the contents of this letter pursuant to the foregoing.

The terms of this letter are governed by Dutch law, and the Courts of Amsterdam shall have exclusive jurisdiction to resolve any dispute between the parties arising out of or in connection with this letter agreement.

Please indicate your agreement to the terms of this letter by signing below.

Yours faithfully,


Signed by T.G.J. Behean, General Counsel, Group Intellectual Property
For and on behalf of adidas AG


Signed by: Mrs Gerd Rahbek-Clemmensen
For and on behalf of ECCO Sko A/S

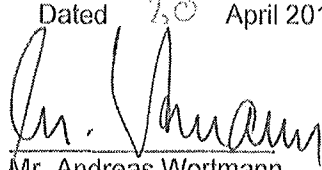
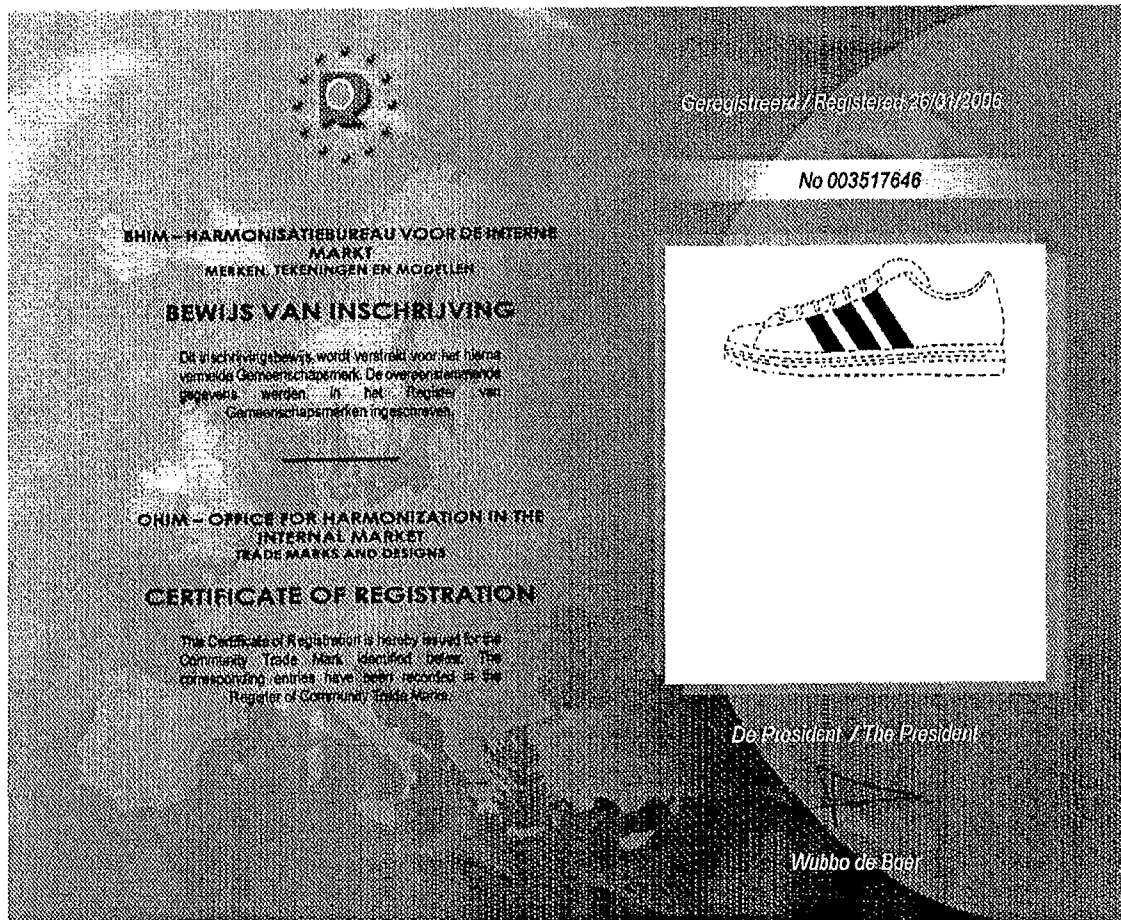
Dated 20 April 2010

Mr. Andreas Wortmann

Exhibit 1

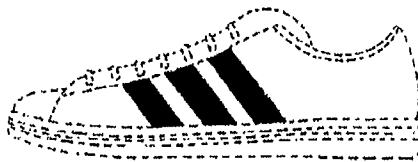




BHIM – HARMONISATIEBUREAU VOOR DE INTERNE MARKT
MERKEN, TEKENINGEN EN MODELLEN

OHIM – OFFICE FOR HARMONIZATION IN THE INTERNAL MARKET
TRADE MARKS AND DESIGNS

210 003517646
220 03/11/2003
400 05/09/2005
151 20/01/2006
450 06/02/2006
188 03/11/2013
546



671 **ES** - La marca se compone de tres barras paralelas de la misma longitud y del mismo ancho incorporadas al calzado; las barras están colocadas en la parte superior del calzado, en la superficie entre los cordones y la suela.
DA - Mærket består af tre lige store og brede, parallelt løbende streger anbragt på skoletj; stregerne er placeret på oversiden af skoletj i feltet mellem snærebåndene og sålen.
DE - Die Marke besteht aus drei gleich großen und gleich breiten, parallel laufenden Streifen, die auf dem Schuh angebracht sind; die Streifen sind auf der Oberseite des Schuhs auf der Fläche zwischen Schnürsenkel und Sohle angebracht.
EL - Το σήμα αποτελείται από τρεις παράλληλες λωρίδες ίδιου μεγέθους και πλάτους πάνω σε ένα υπόδημα-οι λωρίδες έχουν τοποθετηθεί στην επάνω πλευρά του υποδήματος στο διάστημα μεταξύ των κορδονιών και της σόλας.
EN - The mark consists of three parallel equally spaced stripes applied to footwear, the stripes positioned on the footwear upper in the area between the laces and the sole.
FR - La marque se compose de trois bandes parallèles de même taille et de même largeur, apposées sur des chaussures; les bandes ont été disposées sur la face supérieure des chaussures, dans le plan situé entre les lacets et la semelle.
IT - Il marchio è composto da tre strisce della stessa grandezza e larghezza, parallele, applicate sulle scarpe; le strisce sono applicate sulla parte superiore della scarpa nella superficie fra i lacci e la suola.
NL - Het merk bestaat uit drie even grote en even brede, parallel lopende strepen aangebracht op schoeisel; de strepen zijn geplaatst op de bovenzijde van het schoeisel in het vlak tussen de veters en de zool.
PT - A marca é composta por três listras paralelas com a mesma largura aplicadas em calçado; as listras estão posicionadas na parte superior do calçado, entre os atacadores e a sola.
FI - Tavaramerkki koostuu kolmesta yhtä suuresta ja yhtä leveästä rinnakkaisesta juovasta jalkineessa; juovat ovat jalkineen päällyksessä päkiän ja kantapään välisessä tasaisessa osassa.
SV - Märket består av tre lika stora och lika breda, parallellt löpande ränder, påsatta på fotbeklädnader; ränderna är placerade på ovensidan av fotbeklädnaden i området mellan skosnörerna och sulan.

531 09.09.11
732 Adidas-Salomon AG
Adi-Dassler-Str. 1-2,
91074 Herzogenaurach

DE
740 LOVELLS
Bilbao, 1 - 5º Piso
03001 Alicante
ES
270 NL EN
511 **ES** - 25
Calzado.
DA - 25
Fodtøj.
DE - 25
Schuhwaren.
EL - 25
Υπόδημα.
EN - 25
Footwear.
FR - 25
Articles de chaussures.
IT - 25
Calzature.
NL - 25
Schoeisel.
PT - 25
Calçado.
SV - 25
Jalkineet.
FI - 25
Fotbeklädnader.

No 003517646

1/1



LOVELLS
Bilbao, 1 - 5º Piso
E-03001 Alicante
ESPAÑA

Fax: 965144303

Alicante, 09/08/2007

Notification of the change to the name or address of the proprietor/applicant in the OHIM's databases^{1, 2, 3}

File No of recordal/modification	T 002692377
Date of the application for recordal/modification	02/08/2007
Your reference	T534.1103.1-5 VB/esr
File No of CTM(s)/Application(s) for CTM ⁴	003517588, 003517612, 003517646, 003517661, 004269072

At your request, the following change to the name or address:

Applicant/proprietor identification no	267092
Name and address	adidas AG Adi-Dassler-Str. 1-2 D-91074 Herzogenaurach DE

was recorded on 09/08/2007 in the OHIM's databases^{1, 2}. For registered trade marks the recordal of the change/correction will be published under the appropriate heading in the Community Trade Marks Bulletin or in the Community Designs Bulletin⁶, in due course. The number is the same as that indicated above.

Caroline DE LA PAZ

Tel. : 0034965139686

- (1) Pursuant to Rules 26 and 84 or Rule 13 of Implementing Regulation No 2068/1995 (CTMR) (<http://oami.europa.eu/en/mark/aspects/reg/reg2868.htm>) on the Community trade mark.
(2) Pursuant to Articles 19 and 69 of Commission Regulation (EC) No 2245/2002 Implementing Council Regulation (EC) No 6/2002 (<http://oami.europa.eu/en/design/legalaspects.htm>) on Community designs.
(3) Rule 84(1) of CTMR states: "The Register of Community Trade Marks may be maintained in the form of an electronic database."
(4) CTM = Community Trade Mark.
(5) RCD = Registered Community Design.
(6) <http://oami.europa.eu/en/design/bull.htm>

Regulations on the Internet: RCD (<http://oami.europa.eu/en/design/legalaspects.htm>) CTM (<http://oami.europa.eu/en/mark/aspects/reg.htm>)

Avenida de Europa, 4 • E-03008 Alicante • Spain
Tel. + 34-96-513.91.00 • Fax: + 34-96-513.13.44. Internet: <http://oami.europa.eu>

Exhibit 2



Exhibit 3

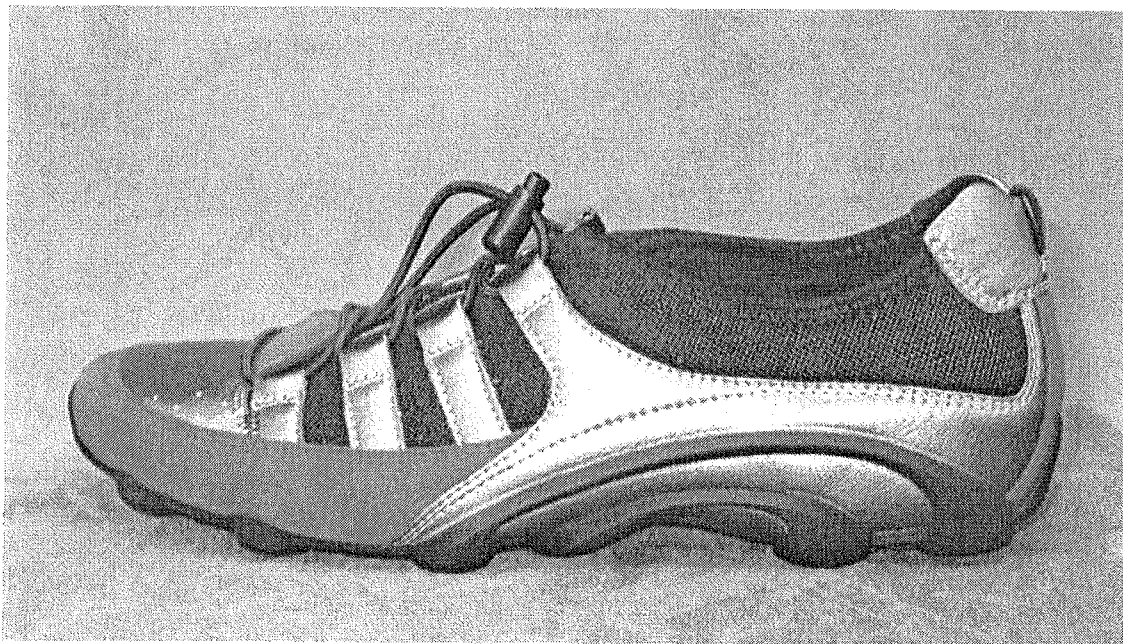
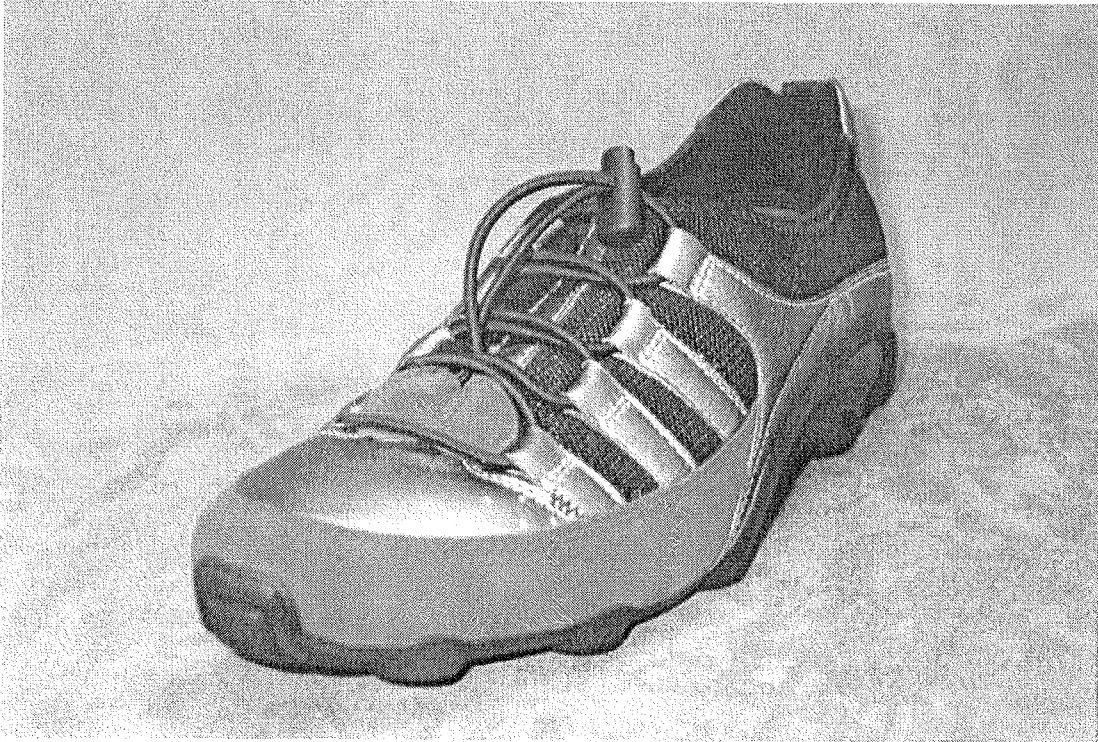


Exhibit 4

